

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.15  
(ID # 9229)

MEETING DATE:

Tuesday, June 11, 2019

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Approve and Execute the Second Amended and Restated Agreement CS-02965 with Aspiranet for Transitional Housing Program-Plus Service, Extending the Agreement for Six (6) Months from July 1, 2019 through December 31, 2019, for an Additional Amount of \$435,600. All Districts; [Total Cost \$435,600 - Realignment 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute the Second Amended and Restated Agreement CS-02965 with Aspiranet for Transitional Housing Program – Plus services, extending the agreement for six (6) months, July 1, 2019 through December 31, 2019, for an amount not to exceed \$435,600;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on availability of funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the agreement, and to sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) annually.

ACTION: Policy

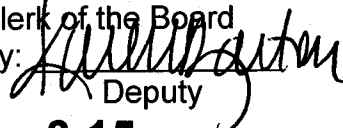
  
Sarah S Mack, Asst. County Executive Officer 4/9/2019

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 11, 2019  
xc: DPSS, Purchasing

Kecia Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 435,600	\$ 435,600	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Realignment Funding 100%			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	19/20

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Transitional Housing Program–Plus (THP-Plus) program assists former foster youth in securing and maintaining housing while they seek employment, education, or other self-sufficiency sustaining tasks. On December 9, 2014 (Agenda Item 3-24), the Board of Supervisors approved Agreement CS-02965 with Aspiranet for THP-Plus services, effective January 1, 2015 through June 30, 2015, with four (4) one-year options to renew, for an amount not to exceed \$871,200 annually. The parties have exercised all four (4) one-year options to renew, and the agreement will expire on June 30, 2019. Aspiranet provides THP-Plus services for 33 youth between the ages of 18-24.

The Department of Public Social Services (DPSS) is currently seeking a new 5-year contract for THP-Plus services, and is evaluating proposals received from the THP-Plus bid, DPARC-563, which closed on January 16, 2019. DPSS requests that the Board approve a 6-month extension of Aspiranet's current agreement, to be effective July 1, 2019 through December 31, 2019, to allow for DPSS to award and enter into a new contract for THP-Plus services. This will ensure continued availability of THP-Plus services and will maintain continuity of services for existing clients.

**Impact on Residents and Businesses**

Extension of THP-Plus services will ensure that housing and other self-sufficiency services are available for former foster youth.

**Additional Fiscal Information**

The current annual agreement amount for FY 18/19 is \$871,200. The proposed total aggregate amount for FY 19/20 is \$435,600 for the extension. The breakdown of the cost for each fiscal year is below:

<b>Fiscal Year</b>	<b>Amount</b>
FY 18/19	\$871,200
FY 19/20	\$435,600

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Funding for this agreement is included in the department's budget, and there are no associated County costs.

**Contract History and Price Reasonableness**

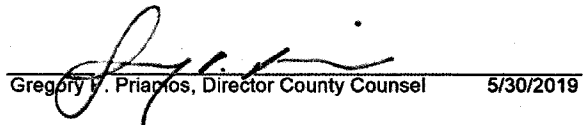
DPSS and Aspiranet entered into Agreement CS-02965 for THP-Plus services approved December 9, 2014, Agenda Item 3-24, for the period of January 1, 2015 through June 30, 2015, with four (4) one year options to renew, in an amount not to exceed \$871,200 annually. Since then, the agreement has been amended six times. The parties entered into a First Amendment, CS-02965-01, executed April 13, 2015; a Second Amendment, CS-02965-02, executed October 19, 2015; a Third Amendment, CS-02965-03, executed June 23, 2016; a Fourth Amendment, CS-02965-04, executed June 2, 2017; a First Amended and Restated Agreement, CS-02965-05, executed May 4, 2018; and a Sixth Amendment, CS-02965-06, executed June 19, 2018.

A bid (DPARC-563) was released for THP-Plus services for FY 19/20 – FY 24/25, and once the contract is awarded, DPSS will return to the Board for approval of a new five-year agreement.

**ATTACHMENTS:**

Second Amended and Restated Agreement CS-02965 with Aspiranet for THP-Plus Services

  
Tina Grande, Assistant Purchasing Director 5/9/2019

  
Gregory V. Priamos, Director County Counsel 5/30/2019

**Riverside County Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503**

**AGREEMENT:** CS-02965  
**CONTRACTOR:** Aspiranet  
**EFFECTIVE PERIOD:** January 1, 2015 - December 31, 2019  
**MAXIMUM REIMBURSABLE AMOUNT:** \$871,200.00 Annually

This Second Amended and Restated Agreement, CS-02965-07, (hereinafter referred to as the "Agreement"), effective upon signature of both parties, is made and entered into by and between Aspiranet, a California nonprofit corporation, (herein referred to as "Contractor"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "County" and/or "DPSS").



WHEREAS, DPSS and Contractor previously entered into that certain Agreement CS-02965 for Transitional Housing Program Plus services approved December 9, 2014, Agenda Item 3-24 ("Original Agreement"); and,

WHEREAS, DPSS and Contractor previously entered into that certain First Amendment, CS-02965-01, executed April 13, 2015; that certain Second Amendment, CS-02965-02, executed October 19, 2015; and that certain Third Amendment, CS-02965-03, executed June 23, 2016; that certain Fourth Amendment, CS-02965-04, executed June 2, 2017; that certain First Amended and Restated Agreement, CS-02965-05, executed May 4, 2018; and that certain Sixth Amendment, CS-02965-06, executed June 19, 2018; and,

WHEREAS, DPSS and Contractor desires to amend and restate the Original Agreement, as amended, in its entirety in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the T&C contained herein and exhibits attached hereto and incorporated herein.

ATTEST:  
 KEVIN R. HARPER, Clerk  
 DEPUTY

Authorized Signature for County: 	Authorized Signature for Aspiranet: 
Printed Name of Person Signing: Kevin Jeffries	Printed Name of Person Signing: Vernon Brown
Title: Chairman, Board of Supervisors	Title: CEO
Address: 10281 Kidd Street Riverside, CA 92503	Address: 400 Oyster Point Blvd., Suite # 501 South San Francisco, CA 94080
Date Signed: JUN 11 2019	Date Signed: 5/16/19

FORM APPROVED COUNTY COUNSEL  
 BY:   
 DANIELLE D. MALAND DATE

JUN 11 2019 3.15

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## List of Exhibits

Exhibit A - DPSS 2076A, DPSS 2076B &amp; Instructions

Exhibit B - HIPAA Business Associate Addendum to the Agreement

Exhibit C – Assurance of Compliance

## TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "ACLSA" refers to the Ansell-Casey Life Skills Assessment.
- B. "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- C. "CDSS" refers to the California Department of Social Services.
- D. "Contractor" refers to Aspiranet and its employees, agents and representatives providing services under this Agreement.
- E. "County" refers the County of Riverside and its Department of Public Social Services (DPSS). For purposes of this Agreement, DPSS and County are used interchangeably.
- F. "CSD" refers to Children's Services Division.
- G. "CSD-PEU" refers to the Children's Services Division Program Evaluation Unit.
- H. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- I. "ETO" refers to Efforts to Outcomes performance management database.
- J. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- K. "Host Family" refers to supportive adult(s) who have an existing relationship with a Young Adult. The family commits to opening their home for 36 months and working with the THP-Plus participant and provider to support the participant in meeting his or her goals.
- L. "ILP" refers to the Independent Living Program, a federally funded program designed to assist eligible in out-of-home placement at the age of sixteen (16) with services and activities described in the Transitional Independent Living Plan (TILP) to live independently.
- M. "Kin-Gap" refers to Kinship Guardianship Assistance Payment Program. This California payment program is designed to support foster children who have been placed in long-term foster-care with a relative caregiver.
- N. "Liaison" refers to a designated point of contact by each agency.
- O. "MAR" refers to Monthly Activity Report.
- P. "Scattered-Site" refers to housing located in several locations throughout the County of Riverside that are owned or leased by THP-Plus provider(s).
- Q. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- R. "Subcontractor" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another Subcontractor.
- S. "TILP" refers to Transitional Independent Living Plan for emancipated Young Adults.

- T. "Transitional Housing Program-Plus" (THP-Plus) refers to a State-funded housing program available for emancipated Young Adults from the ages of 18-24 years. The goal of the THP-Plus program is to assist former foster youth in securing and maintaining housing while they seek employment, education, or other self-sufficiency sustaining tasks. The program objective is to improve outcomes for former foster youth by providing them with housing and comprehensive services after emancipation in order to break the cycle of homelessness, unemployment, poverty, and incarceration. THP-Plus provides housing and supportive services to former foster youth who aged out of foster care while under the supervision of DPSS or County Probation.
- U. "Young Adult" refers to emancipated former foster youth between the ages of 18-24 years who are participants of the THP-Plus.

## II. BACKGROUND

The goal of the THP-Plus program is to increase long term self-sufficiency of Transitional Age Youth through the provision of housing and supportive services. In order to accomplish this goal, the program provides and coordinates affordable housing for all THP-Plus Young Adults, and provides case management services that help empower Young Adults, increases access to resources, and provides a transition plan for each Young Adult.

## III. OBJECTIVES

- A. Increase the number of emancipated Young Adults that live independently and have permanent housing (i.e. independent apartment, renting a room, moving in with family, HUD, etc.) after THP-Plus services ends.
- B. Provide emancipated Young Adults a variety of support services related to their TILP goals and objectives.
- C. Increase the number of emancipated Young Adults that acquire long-term life skills.

## IV. OUTCOMES

The following outcomes should be met:

1. After completion of the THP-Plus program, 70% of participants will demonstrate completion of at least two (2) TILP goals using an evaluation tool selected by CSD-PEU (Transitional Independent Living Plan & Agreement), administered to clients prior to participation in the program within 30 days of acceptance into the program and subsequent to participation in the program (Post).
2. After completion of the THP-Plus Program, participating clients will demonstrate a 15% increase in knowledge of life skills in the areas of 1) daily living, 2) self-care, 3) relationships and communication, 4) housing and money management, 5) work and study, 6) career and education planning as measured by a difference in scores using an evaluation tool selected by CSD-PEU (Ansell-Casey Life Skills Assessment), administered to clients prior to participating in the program within 30 days of acceptance into the program and subsequent to participation in the program (Post).
3. After completion of the THP-Plus Program, participating clients will demonstrate a 15% increase in perceived confidence (Looking Forward Domain) as measured by a difference in scores using an evaluation tool selected by CSD-PEU (Ansell-

Casey Life Skills Assessment), administered to clients prior to participating in the program within 30 days of acceptance into the program and subsequent to participation in the program (Post).

4. After completion of the THP-Plus Program, participating clients will demonstrate a 15% increase in perceived permanency (Permanency Domain) as measured by a difference in scores using an evaluation tool selected by CSD-PEU (Ansell-Casey Life Skills Assessment), administered to clients prior to participating in the program within 30 days of acceptance into the program and subsequent to participation in the program (Post). For the purpose of this Agreement, "*THP-Plus program completion*" will be defined as program participants who participated in program services for a minimum of (3) months and a maximum of twenty four (24) months.

#### V. DPSS RESPONSIBILITIES

- A. Assign staff to be the Liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Refer eligible emancipated Young Adults from the ages of 18-24 years to the Contractor for THP-Plus services.

#### VI. CONTRACTOR RESPONSIBILITIES

##### A. SCOPE OF SERVICE

1. Assign staff to be Liaison between the Contractor and DPSS to accept referrals.
2. Provide Scattered-Site housing and THP-Plus support services for up to 24 cumulative months to twenty-three (23) Young Adults each month, referred by DPSS/CSD staff. Serve up to an average of 33 emancipated Young Adults enrolled per month for a maximum length of three (3) years. Provide Host Family housing and THP-Plus support services for up to 24 cumulative months to no more than ten (10) Young Adults each month, referred by the DPSS/CSD staff. A Host Family slot could be used to fill the need for a Scattered Site placement if the Host Family slot cannot be filled.
3. Upon authorization by DPSS Liaison via email, services may go up to 36 cumulative months. Young Adults must meet the eligibility and participation requirements of the THP-Plus program and education and employment participation conditions under SB 1252. No more than five (5) slots per month can be utilized for services over 24 months. Contractor will submit criteria information (i.e. exit date, time in program, TILP, and any and all conditions that satisfy participation requirements) regarding requests for service extension to DPSS Liaison for review with a minimum of 30 working days prior to Young Adult's scheduled exit from program and prior to Contractor making their determination for extension approval.
4. Provide the following THP-Plus services:

#### **Target Population/Historic Information**



- 4.1 Contractor shall serve Young Adults who meet the following THP-Plus eligibility requirements:
- a. Young Adults between the ages of 18-24 who have emancipated from foster care, probation, or the Kinship Guardianship Assistance (Kin-Gap) program.
  - b. Young Adults who agree to complete and pursue goals approved by the County, utilizing the California Department of Social Services (CDSS) THP-Plus Transitional Independent Living Plan (TILP).

### **Geographic Areas**

- 4.2 Contractor shall provide THP Plus services in all areas of Riverside County.

### **Intake and Assessment**

- 4.3 Contractor shall assign an intake Liaison between the Contractor and DPSS to accept referrals and process enrollments.
- 4.4 Contractor shall explain program admission criteria to emancipated young adults with DPSS.
- 4.5 Contractor shall provide THP-Plus housing applications and interview each emancipated Young Adults who applies for services. Contractor will respond to all referrals within ten (10) business days by scheduling a face-to-face appointment to meet with the perspective participant to complete the application process.
- 4.6 Contractor shall assess emancipated Young Adults referred by County or the THP-Plus program, and consider each emancipated Young Adult's age, placement history, history of drug or alcohol abuse, current strengths, level of education, mental health history, medical history, prospects for successful participation in the program, and work experience. The Assessment will be completed within two (2) weeks of referral.
- 4.7 Approval or denial to the program shall be issued within one month of the date of referral.
- 4.8 Contractor shall complete the TILP for each participating Young Adult within 30 days of program acceptance, and update the TILP every six (6) months thereafter.
- 4.9 All Young Adults participating in the program will complete the Ansell-Casey Life Skills Assessment (ACLSA) within 30 days of beginning the program and upon completion of the program (pre and post).

- 4.10 Contractor shall consult with key stakeholders such as, DPSS, ILP Provider, Schools, and Employers, life-long connections, regarding emancipated young adult's strengths and needs as necessary and as they relate to the TILP.
- 4.11 Acceptance or denial of admission is viewed as a collaborative process between the Contractor and DPSS. Issues that lead to denial requires prior DPSS approval. Any denial of application will be justified in a formal letter to the applicant as well as reported to County DPSS Liaison via email and entered into ETO. The communication will contain a detailed description of the circumstances and issues that lead to the decision to deny the Young Adult. Contractor will keep a tracking log of denials and provide this report at the end of the month via email to County DPSS Liaison.
- 4.12 Upon admission to the program, signed approval and program criteria will be provided to the participant on a form as agreed upon by DPSS and Contractor.

### **Emancipated Young Adult Services – Housing & Financial Support**

- 4.13 Contractor shall provide Scattered Site housing coordination services to emancipated Young Adults, referred by DPSS. Scattered Site housing coordination includes:
- a. Find/locate appropriate housing options for Young Adults.
  - b. For Scattered Site housing, sign the rental/lease agreement with property owners and subleases to the Young Adults.
  - c. Participants will be provided a rental stipend to cover rental costs, which the Contractor will provide directly to the designated rental property manager. The Contractor will also provide the following Housing and Financial support:
    - i. For the first six months of occupancy, unless the Young Adult has demonstrated a capacity and accountability, the Contractor will pay utilities on behalf of the participant directly to the utility company. Utility bills will be under the participant's name. The participants will be provided a stipend for utilities and food and will be supported on how to pay bills from their stipend.
    - ii. Whenever possible the participants will be encouraged to have the rental agreements in their names, if the landlord agrees, to assist participants with a transition to permanency.
    - iii. If the landlord does not agree to this arrangement, the Contractor will hold the Master Lease and have a separate agreement (sub lease with the participants).
    - iv. When vacancies occur, the Contractor will be responsible for assessing the condition of the apartment on vacating before bringing in a new participant.

- v. After 24 months of participation in the program, the Contractor will work with the participants and landlord to convert a "direct lease" in the participant's name if feasible.
- 4.14 Contractor shall provide Host Family housing coordination services to emancipated Young Adults, referred by DPSS. Host Family housing coordination includes:
- a. Screening and approval of the Host Family selected by the Young Adults. Contractor shall manage the terms and conditions of the agreements between the Host Families and emancipated Young Adults.
  - b. Will work with the Young Adult to assist them in identifying potential Host Families.
  - c. Completing Department of Justice (DOJ) background checks for all adults and Young Adults on probation with juvenile records residing with the Host Family, and review any issues identified by the clearance process prior to moving emancipated Young Adults in with the Host Family.
  - d. Informing DPSS via ETO and the DPSS Liaison via email within 72 hours that the Host Family has been identified and approved by Contractor enabling a Young Adult to move in.
  - e. Interviewing the Host Family and completing a home inspection of the potential Host Family's residence.
  - f. Providing an orientation for the THP-Plus emancipated Young Adults and the Host Family to explain the State of California requirements (found at <http://thpplus.org/about-thp-plus/acls-statutes-regulations/>) for the THP-Plus Host Family program. The Contractor shall have the Host Family and emancipated Young Adults review and sign a contract.
  - g. Providing Host Family's address and contact information to DPSS via ETO and all changes via email to DPSS Liaison within 72 hours.
  - h. Monthly payments to Host Family by Contractor to cover all expenses for emancipated Young Adults (utilities, rent, and food) and Contractor costs (administrative and operational). Payment of the utilities, rent and food will gradually be transferred to Young Adults over the duration of the program.
- 4.15 The Young Adult will contribute a portion of their rent that commensurate with the length of time in the program. These funds will be deposited into the interest-bearing FDIC emancipation fund that will be held in escrow. Funds shall be provided to the Young Adult within 30 days upon exit from the program. Funds belong to the Young Adult and will not be used to pay for any debt, damages, or penalties unless previously agreed upon in writing between the Young Adult and Contractor and then to be collected first from accruing contingency fund and second from savings account. It is contingent upon damages beyond customary wear and tear and unpaid utility bills.
- 4.16 Contractor deposits \$50 per month per emancipated Young Adult into an interest-bearing savings account in the name of the youth at any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. Funds shall be provided to the Young Adult within 30 days upon exit from the program. Funds

belong to the Young Adult and will not be used to pay for any debt, damages, or penalties unless previously agreed upon in writing between the Young Adult and Contractor and then to be collected first from accruing contingency fund and second from savings account. Use of these funds are contingent upon damages beyond customary wear and tear and unpaid utility bills.

- 4.17 Contractor will pay \$400 a month directly to the Host Family for housing reimbursement.
- 4.18 The Young Adult living with a Host Family will receive \$407.25 per month broken in the categories listed in the form of a stipend paid on the 10<sup>th</sup> and 25<sup>th</sup> of every month consisting of \$200 a month for groceries; \$50 a month for transportation; \$100 a month for clothing and personal necessities, and \$57.25 a month for a contingency fund which accrues monthly. The running balance will be tracked separately and should be readily available to the Young Adult to use for reimbursement of damages, unexpected health, safety and well-being needs. The Contractor shall obtain receipts for all youth expenditures. The Contractor shall have the discretion to reduce payments to the categories listed above in order to facilitate the Young Adult's access to CalWorks/ChildCare assistance. The unallocated funds and/or unspent funds in any category of the stipend will be accrued and deposited into the interest-bearing FDIC emancipation fund that will be held in escrow. Funds shall be provided to the Young Adult within 30 days upon exit from the program. These funds cannot be used to reimburse Contractor for Contractor expenses.
- 4.19 Contractor will directly pay each Scattered Site property manager up to \$700 a month toward the Young Adult's portion of the rent in a shared two bedroom apartment. Contractor will provide the Young Adult living at a Scattered Site with a bi-weekly stipend consisting of \$70 a month for utilities; \$200 a month for groceries; \$50 a month for transportation; \$100 a month for clothing and personal necessities, and \$57.25 a month for a contingency fund which accrues monthly. The running balance will be tracked separately and should be readily available to the Young Adult to use for reimbursement of damages, unexpected health, safety and well-being needs. The Contractor shall obtain receipts for all youth expenditures. The Contractor shall have the discretion to reduce payments to the categories listed above in order to facilitate the Young Adult's access to CalWorks/ChildCare assistance. The unallocated funds and/or unspent funds in any category of the stipend will be accrued and deposited into the interest-bearing FDIC emancipation fund that will be held in escrow. Funds shall be provided to the Young Adult within 30 days upon exit from the program. These funds cannot be used to reimburse Contractor for Contractor expenses.

### **THP Plus Support Services**

- 4.20 Contractor must provide living skills support to all emancipated Young Adults which includes, but is not limited to a minimum of two (2) workshops a month within Riverside County:
- a. Case management – Contractor will employ up to 3.4 FTE Bachelor's level Life Coaches with proven skills to work with transition age youth in this program. The Life Coach who works with each Young Adult will provide visits with the youth in the home at a minimum weekly.

- b. 24-hour crisis intervention and support – Young Adults will have access to 24-hour on-call services seven (7) days a week.
- c. Referrals/direct linkage to Mental Health Services – Young Adults will receive coaching regarding current issues, relationships, and independent living needs provided by the Coach and/or the Program Supervisor in individual and group settings.
- d. Referrals/direct linkage to medical services – Will help all youth find an appropriate doctor who accepts Medi-Cal and can provide transportation to such appointments when necessary as well as encourage Young Adults to access preventative medical care and emergency services when needed.
- e. Referrals/direct linkage to therapy/therapeutic services – The Life Coach will link the Young Adult to local mental health providers or to private clinicians that accept Medi-Cal for more in-depth clinical services. A young person with an identified need will first be re-referred to his/her previous mental health provider if the service provider is available and the Young Adult is in agreement.
- f. Substance abuse prevention – Contractor will provide daily living skills support to Young Adults enrolled in the THP Plus program. The Life Coach and other Contractor staff will provide skills training and courses in a group setting, and on an individual basis, on personal choices with a focus on health and safety. Young Adults will learn to identify substance use/ abuse and addiction and learn how to locate and utilize addiction and substance abuse resources. Contractor shall utilize alcohol and drug counselors from the community to provide presentations on drug use/abuse in an open discussion format.
- g. Preventative health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention) – Contractor will provide participants skills training and education on health and safety activities. Life Coaches will present the Young Adult with group training and information on nutrition, anti-smoking and smoking cessation techniques, safe sex practices, and pregnancy prevention information and resources. Direct linkage and familiarity with community resources on these topics will also be included. Additionally Young Adults will learn basic first aid skills, medication compliance/understanding, and how to access their medical insurance and coverage. Participants are taught to be consumers of services as well as the importance of routine care and when to seek care for illnesses, especially when and how to seek emergency care.
- h. Group and individual training activities, information on housing, and household budget management information for utilities, telephone and rent. The Life Coaches will present information on housing arrangements, locations stability, stability in living with a preferred person or roommate selection, and safety with respect to location. Written assignments and activities will be given to familiarize the Young Adult with housing application processes and lease information. Contractor will also offer its

participants ongoing opportunities to learn about negotiating landlord tenant relationships, tenant and landlord rights and responsibilities, and advocacy.

- i. Computer and internet skills - Life coaches will hold group workshops to teach basic Internet safety (financial and sexual exploitation prevention), usage and website navigation skills, as well as basic computer skills training. Young Adults will learn to use computer programs such as Microsoft Word and Excel, and learn to send and check email. Whenever possible, Young Adults will be given tasks that draw on the skills and will overlap with the development of secondary skills. Young Adults in the program will also be encouraged to participate in different community resources, college classes, and adult education workshops to further develop these skills and draw from community resources.
- j. Services to build supportive relationships with family and community – Contractor will work with Young Adult to identify, maintain, encourage, and strengthen family ties, as well as encourage them to utilize former foster parents or other significant adults in their lives who have been identified as lifelong connections.
- k. Alumni Services - After graduation from the program Young Adults are encouraged to continue to participate in the support groups and/or in any advocacy effort, and may continue to receive support from staff. Alumni will continue to receive electronic invitations. Once the Young Adult has completed the program they are automatically considered “alumni participants” and will have continued access to services provided by the life coaches. Although they will not have regular scheduled visits or activities, they are free to contact any of the staff for support and assistance as needed. Alumni will be encouraged to be guest speakers for events or current Young Adults to share their experience. If the needs of the alumni are greater than needing occasional support guidance they will be linked with available community resources including: mental health, substance abuse, vocational, public health, family planning, finances, educational, medical, or any other area of need they may have for trainings and events and can check in via social media and web-based resources.

### **Alumni Services and Support**

- 4.21 Provide transition support services to all emancipated Young Adults which includes, but is not limited to:
- a. The Contractor shall encourage and assist in supporting ongoing positive relationships with family, friends and significant adults in the participants’ lives as well as to develop new meaningful relationships.
  - b. At intake, the Contractor shall complete a “Permanency Tree” with all youth to identify those supportive relationships in each youth’s life. When it’s determined that the identified relationship is positive, the Contractor’s staff shall work with the youth to encourage the nurturing of those relationships at least a minimum of six (6) months after they exit the program.
  - c. Provide aftercare services for a minimum of six (6) months to emancipated Young Adults after they exit the THP program. The Contractor shall ensure as

youth exit the program that they are informed and encouraged to reach out to the Contractor THP-Plus staff if and when in need. The Contractor shall invite the exited youth to attend support groups and receive referrals to community resources.

- 4.22 Assist Young Adults at the completion of the THP-Plus program in finding or maintaining affordable housing in safe neighborhoods, shared living/roommate options that costs no more than 30% of the Young Adult's gross income. Contractor shall document Young Adults who refuse the shared living/roommate option or refuse to move to a location in which rent is less than 30% of their income.
- 4.23 After Young Adults graduate from the program, they are encouraged to participate in ongoing outcome and evaluation measures. Follow-up interviews, questionnaires, and evaluations are conducted every six months with former participants, and incentives are given to ensure participation in outcome and evaluation tracking. Alumni are encouraged to share their experience with current participants.

### **Employment and/or Financial Support**

- 4.24 Contractor shall provide assistance for emancipated Young Adults to establish financial support such as, Supplemental Security Income (SSI); CalWorks; Child Support; Women, Infants and Children (WIC); or CalFresh benefits.
- 4.25 Contractor shall provide emancipated Young Adults with job readiness training and support by providing workshops on resumes, applications, and interviewing.

### **Educational Advocacy and Support**

- 4.26 Contractor shall assist Young Adults in furthering their educational goals and to increase independence which includes, supporting Young Adult educational goals, including linkages to former foster youth services with the goal of each Young Adult obtaining a high school diploma, certificate of General Education Development or High School Proficiency prior to graduation from the Program.
- 4.27 Contractor will spend at least one hour individually, no less than twice per month, with each Young Adult to provide guidance and support addressing ongoing needs, group counseling when appropriate, educational advocacy, linkage to GED preparation classes and tutoring to help participants achieve their goals.
- 4.28 The Contractor will spend two (2) to four (4) hours per week with each participant to assist the participant in following through with his/her plans, goals, and ambitions; to provide encouragement, motivation, support, and additional linkage to academic and vocational supportive services.
- 4.29 Assist Young Adults in pursuing college or other post-high school training to better prepare for the future.

### **Administration/Quality Assurance Requirements**

- 4.30 Contractor shall provide a minimum of 6.4 FTE Staff:
- a. Core Program Director – who has responsibility for program oversight will be .5 FTE
  - b. Program Supervisor- 1 FTE (supervises 3.4 Life Coaches) provides overall program oversight and contract compliance as well as services as County Liaison and completes Intake Assessments and Home Certifications or delegates portions of these duties.
  - c. Housing Specialist- .5 FTE responsible for arranging all housing contracts and fiscal components related to youth emancipation funds, bill paying, etc.
  - d. Administrative Assistant- 1 FTE responsible for receptionist, clerical, and assistance with participant records.
  - e. Life Coaches- 3.4 FTE (participant case load of no more than 12 participants) provides primary case management functions and mentoring. At least one will be bilingual in Spanish.
- 4.31 Provide safety procedures for emancipated Young Adults to ensure a safe living environment.
- 4.32 Have staff that speak and understand Spanish available 24-hours a day and seven (7) days a week.
- 4.33 Provide training curriculum for employees prior to working with emancipated Young Adults so that employees are able to adequately counsel and provide emancipated Young Adults with independent living skills.
- 4.34 Provide a training program which includes trauma training, educating employees about characteristics of emancipated Young Adults placed in long-term care setting. Ensure employees can supervise and counsel Young Adults and provide them with training in independent living skills.
- 4.35 Provide staffing to ensure provision of all contractually required services, with caseloads not exceeding 12 Young Adults per staff. Contractor will employ a minimum of Bachelor's level Life Coaches with skills to work with transition age youth in this program.
- 4.36 Contractor shall report staffing changes to DPSS Liaison within 48 hours of staff change so that DPSS can update ETO authorized users.
- 4.37 Attend ILP Consortium meetings and provide updates on services available and rendered.

#### **B. JOINT RESPONSIBILITIES**

The Contractor and DPSS will:



1. Agree on grounds for termination from the THP-Plus program. Grounds for termination may include, but not be limited to:
  - a. Illegal activities.
  - b. Consistently breaking program rules regarding visitation, curfew, care of the apartment and/or apartment furnishings.
  - c. Violating the personal safety of other apartment residents or program participants.
  - d. Moving unauthorized persons into the apartment.
2. Attend all scheduled Joint Operational Meetings to discuss the programs progress and address any issues that may arise, such as prioritization of young adults on the THP-Plus waiting list, education and employment expectations, and special needs of Young Adults participating in the program.
3. Share information and resources for the benefit of Young Adults participating in the program.

#### C. REPORTING & ASSESSMENTS

1. Contractor shall comply with the following THP-Plus record keeping and reporting requirements:
  - a. Maintain a case file for each emancipated Young Adult referred and served.
  - b. Use data collecting software and the Efforts-to-Outcome (ETO) database, and enter all by the 5<sup>th</sup> of each month, including the MAR report:
    - i. Intake information on all referred emancipated Young Adults including admission and rejection information.
    - ii. New and updated information such as contact information for Young Adults.
    - iii. Services provided
    - iv. Assessments
    - v. Contacts made with emancipated Young Adults
    - vi. Time and date of entry and exit of each emancipated Young Adult.
    - vi. Employment of emancipated Young Adults
    - viii. Education-completion of high school diploma or GED, or continuing education, vocational, college, etc.
    - ix. Transitional Independent Living Plan (TILP)
    - x. Other relevant case notes
  - c. Provide calendar, workshop/event agendas, and items of what will be covered in life skills classes due by the 28<sup>th</sup> day of the preceding month along with the monthly census report from the prior month to the DPSS Liaison by email.
  - d. Report each emancipated Young Adult's unscheduled exit from THP-Plus to DPSS Liaison within 48 hours of discovery by email and record in ETO.

- e. Provide data for outcome and evaluation into John Burton's TAY Assessment for emancipated Young Adults continuing for twelve (12) months following their exit from the THP-Plus program.
- f. Provide formal written report to include but not limited to application status (number of applications reviewed and accepted) outcomes, and all services as outlined in the contract, number of Scattered/host Sites (vacancy and filled slots), quarterly update report on Young Adult's individual progress toward TILP goals, activities, and events during the quarterly JOM.
- g. Provide updated monthly referral tracking log, i.e. Young Adult's name, initial referral date, initial contact date, interview date, decision date, approval/ denial date due by the 28<sup>th</sup> day of the following month to the DPSS Liaison by email.

#### D. DATA & EVALUATIONS

1. Contractor is responsible for properly administering and assisting the client to complete the evaluation tool(s) with guidance from DPSS CSD-PEU. The Contractor shall submit completed: TILP, ACLSA, Provider Form, DPSS-CSD Client Intake Forms, and Client DPSS-CSD Exit Forms to the CSD-PEU by the 20<sup>th</sup> of the month following services. The format and method in which evaluation tool(s) data will be agreed upon between CSD-PEU and the Contractor.
2. All program and assessment materials, such as completed evaluation tools and data, are the sole property of DPSS. Materials that are damaged or lost must be replaced by the Contractor.

#### E. EVALUATION TOOL(S)

1. CSD-PEU will provide the following evaluation tools listed below.
  - a. Program Outcome 1: California Department of Social Services Transitional Independent Living Plan & Agreement (TILP)
  - b. Program Outcome 2: Ansell-Casey Life Skills Assessment (ACLSA) (Nollan K.A., Horn M., Downs A.C., Pecora P.J., & Bressani R.V., 2002)
  - c. Program Outcome 3: Ansell-Casey Life Skills Assessment (ACLSA) (Nollan K.A., Horn M., Downs A.C., Pecora P.J., & Bressani R.V., 2002)
  - d. Program Outcome 4: Ansell-Casey Life Skills Assessment (ACLSA) (Nollan K.A., Horn M., Downs A.C., Pecora P.J., & Bressani R.V., 2002)
2. CSD-PEU will also provide:
  - a. Provider Form
  - b. DPSS-CSD Client Intake Measure
  - c. DPSS-CSD Client Exit Measure
3. Additional evaluation tools proposed by the Contractor shall be approved by CSD-PEU.
4. The results generated by the evaluation tool(s) during the first year of implementation will be used to establish a baseline for future use in determining appropriate percentage(s) of

change for targeted program outcome(s). In subsequent years, changes to target program outcome(s) percentage(s) of change may be modified based on the collected data.

5. In an effort to avoid discrepancies between current and previous agreed upon evaluation tool(s), the Contractor, with guidance from CSD-PEU, will be responsible for evaluating program participants and/or program effectiveness using the evaluation tool(s) in place at the time the participant entered the program. The previous evaluation tool(s) should be discontinued once all previous participants complete the program.

**F. PROGRAM DOCUMENTATION**

1. CSD-PEU requests the following materials as part of the program documentation packet:

- a. Physical copies of all evidence-based practice(s) or evidence-informed practice(s) materials and curriculums. The Contractor shall provide justified documents such as literature citations and/or references (NREPP, CEBC, etc.) that demonstrate evidence-based practice(s) or evidence-informed practice(s).
- b. Physical copies of all proposed evaluation tools (Survey or scale, survey instructions, data collection procedures, scoring instructions, scoring CD-ROM, etc.). The Contractor shall provide justified documents such as literature citations and/or references (NREPP, CEBC4CW, etc.) that demonstrate evidence-based effectiveness of the proposed evaluation tools.
- c. Physical copies of evidence-based practice(s) or evaluation tools shall be mailed to:

County of Riverside, DPSS Children’s Services Division  
 Program Evaluation Unit  
 10281 Kidd St.  
 Second Floor  
 Riverside, CA 92503

**G. FISCAL**

1. **MAXIMUM REIMBURSABLE AMOUNT**

Total annual payments to Contractor under this Agreement shall not exceed \$871,200.00. The breakdown of the cost for each fiscal year is below:

Fiscal Year	Amount
January 1, 2015-June 30, 2015	\$435,600
July 1, 2015-June 30, 2016	\$871,200
July 1, 2016-June 30, 2017	\$871,200
July 1, 2017-June 30, 2018	\$871,200
July 1, 2018-June 30, 2019	\$871,200
July 1, 2019-December 31, 2019	\$435,600

## 2. UNIT OF SERVICE COST RATE

For the services under this Agreement, a single Unit of Service consists of the following:

Unit	Description
A unit is one emancipated Young Adult per month.	A unit is one Young Adult, referred by DPSS and served by the Contractor, per month, for THP-Plus Scattered Site and Host Family services. DPSS will pay \$2,200 a month for the Scattered Site and Host Family per emancipated Young Adult. Stipends paid to the Young Adult can be prorated depending on the Young Adult's program commencement date and to be used by the Contractor as deemed necessary. The total amount of units shall not exceed an average of 33 emancipated Young Adults per month.

The Unit of Service (UOS) cost is all inclusive, including all expenses and other costs necessary to complete the work specified.

## 3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor shall submit a roster showing who is in the THP program each month and documentation showing a minimum of \$50 a month is deposited into each Young Adult's saving account. The roster and documentation should be sent with the monthly invoice.
- b. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- d. The Contractor shall submit DPSS Forms 2076A, DPSS 2076B (if applicable) **(Exhibit A)**, following the instructions set forth. **Exhibit A** is attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 5th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

## 4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

## 5. RECORDS, INSPECTIONS AND AUDITS

Contractors that expend \$750,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

## 6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Agreement with any funds made available under any other agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any County programs without prior approval of DPSS.

## 7. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

## H. ADMINISTRATIVE

### 1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

### 2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees,

agents, Subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

### 3. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of Contractor, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Contractor shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

### 4. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insured.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-

insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- (8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.



## 5. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

## 6. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent Contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

## 7. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

## 8. PERSONNEL

- a. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
  - (1) All staff who work full or part-time positions by title, including volunteer positions; and
  - (2) A brief description of the functions of each position and hours each position worked; and
  - (3) The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

b. Background Checks

Contractor shall conduct criminal background records checks on all employees, Subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

c. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

9. SUBCONTRACT FOR SERVICES

a. The Contractor shall not enter into any Subcontract with any Subcontractor who:

- (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (2) has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - (4) has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
  - c. The Contractor shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of Subcontractors.
  - d. Nothing contained in this Agreement shall create any contractual relationship between any Subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### 10. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

#### 11. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

#### 12. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

### 13. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Agreement or accepting funds under this Agreement, the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

### 14. CLIENT CIVIL RIGHTS COMPLIANCE

#### a. Assurance of Compliance

The Contractor shall complete the "Assurance of Compliance with the Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached hereto as **Exhibit C** and incorporated herein by this reference. The Contractor will sign and date **Exhibit C** and return it to DPSS along with the executed Agreement. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

#### a. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator  
 Riverside County Department of Public Social Services  
 10281 Kidd Street  
 Riverside, CA 92503  
 (951) 358-6841

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

Denying a participant any service or benefit or availability of a facility.

- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

15. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a Client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing.

#### 16. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The parties agree to the terms and conditions the HIPAA Business Associate Agreement attached as Exhibit B.

#### 17. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to the County and in accordance with applicable laws to ensure that all employees, volunteers, consultants, Subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

#### 18. TRANSITION PERIOD

The Contractor recognizes that the services under this Agreement are vital to DPSS and must be continued without interruption, and that, upon expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

- a. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:
  - (1) List of clients that include:
    - (a.) Current contact information;
    - (b.) Assigned social worker.
  - b. Discharge summary that includes:
    - (1) Services received;
    - (2) Number of hours of services completed;
    - (3) On-going service recommendations;
    - (4) Date for transferring responsibilities.
- c. The Contractor shall provide DPSS with copies of client files.

### IV. GENERAL

#### A. EFFECTIVE PERIOD

This Agreement is effective January 1, 2015 to December 31, 2019.

#### B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789  
Riverside, CA 92513

Contractor: Aspiranet  
Vernon Brown, CEO  
10370 Hemet Street, Suite 150  
Riverside, CA 92503

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

#### C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any agreement is contingent upon the availability of funds from which payment can be made.

#### D. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

#### E. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or

2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

#### F. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

#### G. CONSUMER PRICE INDEX

No price increases will be permitted during the first year of the Agreement. All price decreases (for example, if Contractor offers lower prices to another governmental entity) will automatically be extended to the DPSS. The DPSS requires written proof satisfactory to DPSS of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) for all consumers, all items for the Los Angeles, Riverside and Orange County, CA areas and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

#### H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

#### I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

#### J. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.



COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CONTRACTOR PAYMENT REQUEST**

**Exhibit Number: A**  
DPSS 2076 A, DPSS 2076B, & Instructions

From: Aspiranet  
Remit to Name  
Address  
City State Zip Code  
Aspiranet  
Contractor Name  
Contract Number

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_\_

Select Payment Type(s) Below:

- Advance Payment \$ \_\_\_\_\_ (if allowed by Contract/MOU)
- Actual Payment \$ \_\_\_\_\_ (Same amount as 2076B if needed)
- Unit of Service Payment \$ \_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_
- \_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_
- \_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_

Any questions regarding this request should be directed to: \_\_\_\_\_  
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

\_\_\_\_\_  
Authorized Signature Title Date

**FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)**

Business Unit (5)	Purchase Order # (10)	Invoice #
Account (6)	Amount Authorized	
Fund (5)	If amount authorized is different from amount request, please explain:	
Dept ID (10)	_____	
Program (5)	Program (if applicable)	Date
Class (10)	Management Reporting Unit	Date
Project/Grant (15)	Contracts Administration Unit	Date
Vendor Code (10)	General Accounting Section	Date

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)				
CONTRACTOR:				
ACTUAL EXPENDITURES FOR (MM/YYYY)				
CONTRACT #:				
EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT

List each item as outlined in contract budget.

<b>TOTAL BUDGET/EXPENSES</b>				

**IN-KIND CASH CONTRIBUTION**

List each type of contribution				
<b>TOTAL IN-KIND/CASH MATCH</b>				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
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**Exhibit A**

## DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.  
[see method, time, and schedule/condition of payments].  
(Please type or print information on all DPSS Forms.)

DPSS 2076A  
CONTRACTOR PAYMENT REQUEST**"Remit to Name"**

The legal name of your agency.

**"Address"**

The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

**"Contractor Name"**

Business name, if different than legal name (if not leave blank).

**"Contract Number"**

Can be found on the first page of your contract.

**"Amount Requested"**

Fill in the total amount and billing period you are requesting payment for.

**"Payment Type"**

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

**"Any questions regarding..."**

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

**"Authorized Signature, Title, and Date (Contractor's)"**

Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

HIPAA Business Associate Agreement  
Addendum to Contract  
Between the County of Riverside and Aspiranet

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of (the CS-02965 "Underlying Agreement") between the County of Riverside ("County") and Aspiranet ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
      - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
      - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
      - (c) Whether the PHI was actually acquired or viewed; and
      - (d) The extent to which the risk to the PHI has been mitigated.
    - (2) Breach excludes:
      - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
      - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
      - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
  - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
- (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

County of Riverside BAA 09/2013



5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
  - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
    - (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
      - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
      - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as

applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
  - (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569  
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

— — — — — **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** — — — — —

County Departmental Officer:	DPSS Privacy Officer
County Department Address:	DPSS Business Continuity/Assurance and Review Services 7894 Mission Grove Parkway, Suite 100 Riverside, CA 92508
County Department Fax Number:	(951)358-4672

County of Riverside BAA 09/2013

**ASSURANCE OF COMPLIANCE WITH  
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Aspiranet  
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

5/1/19  
Date

  
Director's Signature

900 Ogden Pt Blvd Suite 501  
Address of Vendor/Recipient  
South San Francisco, CA, 94080

(08/13/01)  
CR50-Vendor Assurance of Compliance